

EXHIBIT B

MAKE CHECK PAYABLE TO: Tel: 1-800-886-3226
 ECCO USA, INC. Tel: 1-603-537-7300
 P.O.BOX 415162 Fax: 1-603-537-9321
 BOSTON, MA 02241-5162 DUNS 55 604 3982

ECCO USA, Inc.
 16 Delta Drive
 Londonderry, NH 03053
 www.eccousa.com



10008165/10008165
 PENINSULA GOLF
 PENINSULA GOLF
 22 17TH AVE
 SAN MATEO CA 94402

Delivery Address
 PENINSULA GOLF
 22 17TH AVE
 SAN MATEO CA 94402

Repeat printout

INVOICE

Invoice no.	Date	Currency	Terms of delivery	Value date	Page No.
385069290	05/31/2006	USD	EXW LONDONDERRY	06/01/2006	1

S/BO - SHIP AS AVAIL.

ADJUSTED PER PAUL JB

Item	Material	Description	Qty	Price	Value
000070	3985300797	Golf Women's Casual Wh/Ice W Leath/Croco	5		
		PAA			
	Our Order 2815841/000070				
	Size	36 37 38 39 40			
	Quant	1 1 1 1 1			
	Net Price				
	Delivery note 82806803				
	Purch. order No. 51106				
000080	3985352157	Golf Women's C. Ice W/True N Lea/Croco	5		
		PAA			
	Our Order 2815841/000080				
	Size	36 37 38 39 40			
	Quant	1 1 1 1 1			
	Net Price				
	Delivery note 82806803				
	Purch. order No. 51106				
000090	3957300982	Golf Women Sport White/Black Lea/Liz	5		
		PAA			
	Our Order 2815841/000090				
	Size	36 37 38 39 40			
	Quant	1 1 1 1 1			
	Net Price				
	Delivery note 82806803				
	Purch. order No. 51106				
Transport					

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INVOICE

Invoice no.	Date	Currency	Terms of delivery	Value date	Page No.
385069290	05/31/2006	USD	EXW LONDONDERRY	06/01/2006	2

Item	Material	Description	Qty	Price	Value
				Transport	
000100	3957351464	Golf Women Sport White/Terraco Lea/Liz	5 PAA		
	Our Order 2815841/000100				
	Size	36 37 38 39 40			
	Quant	1 1 1 1 1			
	Net Price				
	Delivery note 82806803				
	Purch. order No. 51106				
000110	3957352158	Golf Women Sport White/Pepperm Lea/Liz	4 PAA		
	Our Order 2815841/000110				
	Size	37 38 39			
	Quant	1 2 1			
	Net Price				
	Delivery note 82806803				
	Purch. order No. 51106				

Total No. of units	24	Gross price		Total discount/Surcharge		Net price	
Postage/Freight		Net total				Total	
Terms of payment:							
						Total USD	

TERMS AND CONDITIONS

Any offer to sell by ECCO USA Inc. ("ECCO") as well as any acceptance by ECCO of an order from a buyer of ECCO's goods ("Purchaser") is expressly made conditional upon Purchaser's assent to these Terms and Conditions of Sale. Purchaser taking deliver of any product or payment of any invoice will be conclusive evidence of such assent.

ACCEPTANCE OF ORDERS

ECCO will have the right to accept or reject any order, and to accept orders in part, in its sole discretion. ECCO will not be deemed to have accepted any order (or any portion thereof) from Purchaser until such products are delivered by ECCO to the carrier for delivery to Purchaser.

PRICE/DELIVERY TERMS

Unless otherwise stated on ECCO's order acceptance or invoice, price and delivery terms are net ExWorks (ECCO's warehouse in Londonderry NH or elsewhere in the U.S. as designated by ECCO). All prices are subject to change without notice, and orders will be billed at prices prevailing at the time ECCO accepts Purchaser's written order. Partial shipment of an order will not bind ECCO to deliver the remainder of order at the same prices. Prices do not include any tax or other government charge or assessment upon the sale, shipment, production or use of the product ordered or sold hereunder. Purchaser will be solely responsible for, and will (upon demand) pay to ECCO, any such tax, charge or assessment (other than any such tax on or measured by ECCO's income). An additional \$5.00 per pair will be charged on all orders of fewer than six pairs. Charges are in addition to those shown on the current price list.

In the absence of specific shipping instructions, we will ship according to our best judgment. ECCO will not assume the responsibility of any transportation charge. ECCO will attempt to meet delivery schedules requested by Purchaser. However, all delivery indications are estimates only. ECCO will not assume any liability, consequential or otherwise, resulting from failure to deliver product in accordance with indicated delivery schedules.

PAYMENT/SECURITY

Unless otherwise stated on ECCO's order acceptance or invoice, payment terms are thirty (30) days from delivery for shipments destined East of the Mississippi River and forty (40) days from delivery for shipments destined West of the Mississippi River.

Whenever ECCO in good faith deems itself insecure, ECCO may cancel any outstanding contract with Purchaser; revoke any extension of credit to Purchaser; reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by ECCO to Purchaser; and take any other steps necessary or desirable to secure ECCO fully with respect to Purchaser's payment for goods or services furnished or to be furnished by ECCO.

INSPECTION/ACCEPTANCE/RETURN

Purchaser must carefully examine and check all deliveries of product as they are received. Any alleged error, shortage, defect or nonconformity must be reported to ECCO within ten (10) business days after receipt of the product. Failure by Purchaser to comply with above will constitute Purchaser's waiver of any claim or right against ECCO arising hereunder or by laws with respect to any such error, shortage, defect, or nonconformity reasonably discoverable by such an examination and check, except and to the extent that such claims are valid under ECCO's warranty.

Any and all claims by Purchaser for damage or loss in transit will be made by Purchaser against the carrier. Please verify contents against packing slips. All claims for shipping shortages must be received within ten (10) business days of the transaction in question. Credit will only be issued after shortage is verified by ECCO.

ECCO will only accept returns for product that is shipped in error or deemed to be defective. A Return Authorization number must accompany all returns. Purchaser will direct return requests for non-defective merchandise to ECCO's Customer Service Department. For defective return requests, purchaser will direct requests to the Returns department at 1-888-863-1300 or fax 1-888-867-1300. All product returned must include a Return Authorization number, proof of purchase, and must be returned to Ecco USA Inc. [16 Delta Drive Londonderry, NH 03053 Any carton returned without a Return Authorization number will be refused. The risk of loss and expenses of return in connection with any returned product will be borne by Purchaser.

New/non-defective product which is returned with ECCO's authorization will be inspected and subject to a \$5.00 per pair re-stocking fee. ECCO will not assume responsibility for any additional handling or freight charges.

LIMITED WARRANTY

ECCO warrants that its product is free from defect in materials and workmanship at the time and place of delivery by ECCO. THE WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. With respect to products which within 12 months from the date of delivery are found by ECCO to to have been defective at the time of delivery, Purchaser's remedies are exclusively limited to replacement of, or credit for, any defective product (at the option of ECCO) but such replacement, or credit shall be made only if Purchaser follows the Terms and Conditions set forth herein concerning Inspection/Acceptance/Return.

ECCO's warranty is made only to Purchaser. Purchaser shall make no warranty in its resale of ECCO's products more extensive than the warranty contained herein unless Purchaser clearly identifies that the warranty is the Purchaser's only and is not the responsibility of ECCO.

REDISTRIBUTION

ECCO sells its product only to retailers for resale to consumers at approved locations. Sale or offer to sell from any other location, through any other medium, (including without limitation: mail order, catalog, Internet, Intranet or otherwise) is expressly prohibited unless previously authorized by ECCO in writing. Unless specifically prohibited by applicable law, sale, resale or transshipment from, in, to or through any unauthorized location, business, medium or to other than consumers is a violation of these Terms and Conditions of Sale. Purchaser agrees and understands that ECCO's policy is for the purpose of maintaining and enhancing the image and placement of its trademarks and trade name throughout the world. Purchaser acknowledges that ECCO will use all available remedies at law to protect its trademark image from unauthorized activities.

CHIDOC S02:477375.3

April 16, 2002

LIMITATION OF LIABILITY

ECCO assumes no liability except as expressly provided in these Terms and Conditions. IN NO EVENT WILL ECCO BE LIABLE TO PURCHASER OR ITS CUSTOMERS FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, IN TORT, UNDER WARRANTY OR OTHERWISE. Purchaser shall indemnify ECCO against any claim (including the expenses of defending the claim) by any third party against ECCO alleging loss, damage, or injury, howsoever caused or arising, which claim is predicated on warranties issued by Purchaser exceeding those contained herein.

TITLE AND RISK OF LOSS

Title to all product will pass to Purchaser when delivered to the carrier. Thereafter, except as otherwise specifically provided herein, all risk of loss and/or damage to any product ordered hereunder will be borne by Purchaser.

CHANGE IN OWNERSHIP OR LOCATION

In the event of a sale of, or a partial or total change in ownership in, Purchaser or of any of Purchaser's approved locations, the new owner(s) additional location(s) must apply to ECCO for approval as an authorized dealer for each such location. Purchaser will not be eligible to obtain ECCO® merchandise until an authorized officer of ECCO approves each such application in writing.

PRODUCT CHANGES

ECCO expressly reserves the right, at any time and without notice, to discontinue the production of or change the specifications for any product. No such change in specifications will affect any order of product by Purchaser.

ECCO TRADEMARKS

Purchaser will have no right to use any of ECCO's trademarks or trade names, including but not limited to the name and mark "ECCO®", except as solely and directly in connection with the sale or advertising of ECCO products in connection with the resale of such products to consumers. Purchaser will comply with all legal prerequisites and standards and specifications promulgated by Ecco governing the proper usage and display of such trademarks. Purchaser will have no right of any kind in or to any of ECCO's trademarks or trade names. ECCO expressly reserves the right to prohibit, restrict, or condition further in any way ECCO may deem necessary or appropriate, the use by Purchaser of any of ECCO's trademarks or trade names.

MODIFICATIONS AND CANCELLATIONS

These Terms and Conditions of Sale may not be modified, terminated, or repudiated, in whole or in part, except in a writing executed by an authorized officer of ECCO. ECCO may, at its sole option, treat any attempted modification, termination, or repudiation to which it does not assent in writing, as a breach of the entire agreement. Purchaser will have no right to modify or cancel orders once submitted without ECCO's prior written approval.

REMEDIES FOR PURCHASER DEFAULT OR BREACH

Upon any breach by Purchaser, or failure by Purchaser to comply with any of these Terms and Conditions of Sale, or if Purchaser becomes unable to conduct its normal business operations (including inability to meet its obligations as they mature), or if Purchaser becomes the subject of any proceeding under any state or federal bankruptcy law or other law, or makes any assignment for the benefit of creditors, ECCO will have the right to immediately cancel or terminate any and all agreements with or obligations to said Purchaser relating to sales of product, in whole or such part, which may result in non-shipment or cancellation of Purchaser pending or future order(s) and/or termination of Purchaser's relationship with ECCO, and to recover from Purchaser all of ECCO's damages (including without limitation special, indirect, consequential and incidental damages) resulting therefrom or arising in connection therewith. All remedies in these Terms and Conditions of Sale will be cumulative and not exclusive and will be in addition to all other rights and remedies provided by applicable law, except as expressly excluded under the section "Limitation of Liability.". The exercise or failure to exercise any remedy by ECCO will not preclude the exercise of the same or other remedies under these Terms and Conditions of Sale.

WAIVER

ECCO will not be deemed to have waived any provision of these Terms and Conditions of Sale or any breach by Purchaser of any provision of these Terms and Conditions of Sale, unless specifically set forth in writing and executed by an authorized officer of ECCO. No waiver by ECCO of any provision of these Terms and Conditions of Sale of any breach by Purchaser hereunder will constitute a waiver of such provision or breach on any other occasion.

SEPARABILITY

The invalidity or unenforceability (in whole or in part) of any provision, term, or condition hereof, will not affect in any way the validity and enforceability of the remainder of such provision, term or condition, or any other provision, term or condition.

APPLICABLE LAW/LIMITATIONS

The terms and conditions hereof, and the transactions contemplated hereby, will be governed by, construed and interpreted in accordance with the laws of the State of New Hampshire, with regard to its conflict of laws rules. Any legal action with respect to any such transaction, except claims ECCO may have for payment, must be commenced within one year and one day after the cause of action has accrued or will be deemed waived.

ENTIRE AGREEMENT

The terms and conditions set forth herein, together with any additions or revisions agreed to in writing by an authorized officer of ECCO, will constitute the entire agreement and understanding of ECCO and Purchaser.

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SAN MATEO CA 94402

INVOICE

S/BO									
Item	Material	Description				Qty	Price	Value	
000050	3829400928	Golf Men's N. Clas. Cognac/Cog. Lea/Liz				4	PAA		
Our Order 2931265/000050									
Size	41	42	43	44					
Quant	1	1	1	1					
Net Price									
Delivery note 85339047									
Purch. order No. 5/5/2125									
000055	3887353191	Golf W. Pitch Li. Ro/Whi/P.Gl Liz/Lea/Li				7	PAA		
Our Order 2931265/000040									
Size	36	37	38	39	40				
Quant	1	2	2	1	1				
Net Price									
Delivery note 85339047									
Purch. order No. 5/5/2125									
000061	3887353194	Golf W. Pitch Delpl/Wh/B.Sha Liz/Lea/Liz				7	PAA		
Our Order 2931265/000030									
Size	36	37	38	39	40				
Quant	1	2	2	1	1				
Net Price									
Delivery note 85339047									
Purch. order No. 5/5/2125									

[illegible]

TERMS AND CONDITIONS

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An additional \$5.00 per pair will be charged on all orders of fewer than six pairs. Charges are in addition to those shown on the current price list.

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Whenever ECCO in good faith deems itself insecure, ECCO may cancel any outstanding contract with Purchaser; revoke any extension of credit to Purchaser; reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by ECCO to Purchaser; and take any other steps necessary or desirable to secure ECCO fully with respect to Purchaser's payment for goods or services furnished or to be furnished by ECCO.

INSPECTION/ACCEPTANCE/RETURN

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Any and all claims by Purchaser for damage or loss in transit will be made by Purchaser against the carrier. Please verify contents against packing slips. All claims for shipping shortages must be received within ten (10) business days of the transaction in question. Credit will only be issued after shortage is verified by ECCO.

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LIMITED WARRANTY

ECCO warrants that its product is free from defect in materials and workmanship at the time and place of delivery by ECCO. THE WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. With respect to products which within 12 months from the date of delivery are found by ECCO to to have been defective at the time of delivery, Purchaser's remedies are exclusively limited to replacement of, or credit for, any defective product (at the option of ECCO) but such replacement, or credit shall be made only if Purchaser follows the Terms and Conditions set forth herein concerning Inspection/Acceptance/Return.

ECCO's warranty is made only to Purchaser. Purchaser shall make no warranty in its resale of ECCO's products more extensive than the warranty contained herein unless Purchaser clearly identifies that the warranty is the Purchaser's only and is not the responsibility of ECCO.

REDISTRIBUTION

ECCO sells its product only to retailers for resale to consumers at approved locations. Sale or offer to sell from any other location, through any other medium, (including without limitation: mail order, catalog, Internet, Intranet or otherwise) is expressly prohibited unless previously authorized by ECCO in writing. Unless specifically prohibited by applicable law, sale, resale or transshipment from, in, to or through any unauthorized location, business, medium or to other than consumers is a violation of these Terms and Conditions of Sale. Purchaser agrees and understands that ECCO's policy is for the purpose of maintaining and enhancing the image and placement of its trademarks and trade name throughout the world. Purchaser acknowledges that ECCO will use all available remedies at law to protect its trademark image from unauthorized activities.

CHIDOC S02:477375.3

April 16, 2002

LIMITATION OF LIABILITY

ECCO assumes no liability except as expressly provided in these Terms and Conditions. IN NO EVENT WILL ECCO BE LIABLE TO PURCHASER OR ITS CUSTOMERS FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, IN TORT, UNDER WARRANTY OR OTHERWISE. Purchaser shall indemnify ECCO against any claim (including the expenses of defending the claim) by any third party against ECCO alleging loss, damage, or injury, howsoever caused or arising, which claim is predicated on warranties issued by Purchaser exceeding those contained herein.

TITLE AND RISK OF LOSS

Title to all product will pass to Purchaser when delivered to the carrier. Thereafter, except as otherwise specifically provided herein, all risk of loss and/or damage to any product ordered hereunder will be borne by Purchaser.

CHANGE IN OWNERSHIP OR LOCATION

In the event of a sale of, or a partial or total change in ownership in, Purchaser or of any of Purchaser's approved locations, the new owner(s) additional location(s) must apply to ECCO for approval as an authorized dealer for each such location. Purchaser will not be eligible to obtain ECCO® merchandise until an authorized officer of ECCO approves each such application in writing.

PRODUCT CHANGES

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ECCO TRADEMARKS

Purchaser will have no right to use any of ECCO's trademarks or trade names, including but not limited to the name and mark "ECCO®", except as solely and directly in connection with the sale or advertising of ECCO products in connection with the resale of such products to consumers. Purchaser will comply with all legal prerequisites and standards and specifications promulgated by Ecco governing the proper usage and display of such trademarks. Purchaser will have no right of any kind in or to any of ECCO's trademarks or trade names. ECCO expressly reserves the right to prohibit, restrict, or condition further in any way ECCO may deem necessary or appropriate, the use by Purchaser of any of ECCO's trademarks or trade names.

MODIFICATIONS AND CANCELLATIONS

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REMEDIES FOR PURCHASER DEFAULT OR BREACH

Upon any breach by Purchaser, or failure by Purchaser to comply with any of these Terms and Conditions of Sale, or if Purchaser becomes unable to conduct its normal business operations (including inability to meet its obligations as they mature), or if Purchaser becomes the subject of any proceeding under any state or federal bankruptcy law or other law, or makes any assignment for the benefit of creditors, ECCO will have the right to immediately cancel or terminate any and all agreements with or obligations to said Purchaser relating to sales of product, in whole or such part, which may result in non-shipment or cancellation of Purchaser pending or future order(s) and/or termination of Purchaser's relationship with ECCO, and to recover from Purchaser all of ECCO's damages (including without limitation special, indirect, consequential and incidental damages) resulting therefrom or arising in connection therewith. All remedies in these Terms and Conditions of Sale will be cumulative and not exclusive and will be in addition to all other rights and remedies provided by applicable law, except as expressly excluded under the section "Limitation of Liability.". The exercise or failure to exercise any remedy by ECCO will not preclude the exercise of the same or other remedies under these Terms and Conditions of Sale.

WAIVER

ECCO will not be deemed to have waived any provision of these Terms and Conditions of Sale or any breach by Purchaser of any provision of these Terms and Conditions of Sale, unless specifically set forth in writing and executed by an authorized officer of ECCO. No waiver by ECCO of any provision of these Terms and Conditions of Sale of any breach by Purchaser hereunder will constitute a waiver of such provision or breach on any other occasion.

SEPARABILITY

The invalidity or unenforceability (in whole or in part) of any provision, term, or condition hereof, will not affect in any way the validity and enforceability of the remainder of such provision, term or condition, or any other provision, term or condition.

APPLICABLE LAW/LIMITATIONS

The terms and conditions hereof, and the transactions contemplated hereby, will be governed by, construed and interpreted in accordance with the laws of the State of New Hampshire, with regard to its conflict of laws rules. Any legal action with respect to any such transaction, except claims ECCO may have for payment, must be commenced within one year and one day after the cause of action has accrued or will be deemed waived.

ENTIRE AGREEMENT

The terms and conditions set forth herein, together with any additions or revisions agreed to in writing by an authorized officer of ECCO, will constitute the entire agreement and understanding of ECCO and Purchaser.

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INVOICE

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385566962	02/06/2008	USD	EXW LONDONDERRY	02/07/2008	1

Item	Material	Description	Qty	Price	Value
000010	3842453358	Golf M. Flexor White/Cog/Bis Lea/Liz/Cro 1 PAA			
	Our Order 4025929/000010 Size 40 Quant 1 Net Price  Recommended price  Delivery note 86726427 Purch. order No. 1217-MARK				

Total No. of units	1	Gross price		Total discount/Surcharge	Net price		
Postage/Freight		Net total			Total		
Terms of payment:						Total USD	

TERMS AND CONDITIONS

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Whenever ECCO in good faith deems itself insecure, ECCO may cancel any outstanding contract with Purchaser; revoke any extension of credit to Purchaser; reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by ECCO to Purchaser; and take any other steps necessary or desirable to secure ECCO fully with respect to Purchaser's payment for goods or services furnished or to be furnished by ECCO.

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Any and all claims by Purchaser for damage or loss in transit will be made by Purchaser against the carrier. Please verify contents against packing slips. All claims for shipping shortages must be received within ten (10) business days of the transaction in question. Credit will only be issued after shortage is verified by ECCO.

ECCO will only accept returns for product that is shipped in error or deemed to be defective. A Return Authorization number must accompany all returns. Purchaser will direct return requests for non-defective merchandise to ECCO's Customer Service Department. For defective return requests, purchaser will direct requests to the Returns department at 1-888-863-1300 or fax 1-888-867-1300. All product returned must include a Return Authorization number, proof of purchase, and must be returned to Ecco USA Inc. [16 Delta Drive Londonderry, NH 03053 Any carton returned without a Return Authorization number will be refused. The risk of loss and expenses of return in connection with any returned product will be borne by Purchaser.

New/non-defective product which is returned with ECCO's authorization will be inspected and subject to a \$5.00 per pair re-stocking fee. ECCO will not assume responsibility for any additional handling or freight charges.

LIMITED WARRANTY

ECCO warrants that its product is free from defect in materials and workmanship at the time and place of delivery by ECCO. THE WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. With respect to products which within 12 months from the date of delivery are found by ECCO to to have been defective at the time of delivery, Purchaser's remedies are exclusively limited to replacement of, or credit for, any defective product (at the option of ECCO) but such replacement, or credit shall be made only if Purchaser follows the Terms and Conditions set forth herein concerning Inspection/Acceptance/Return.

ECCO's warranty is made only to Purchaser. Purchaser shall make no warranty in its resale of ECCO's products more extensive than the warranty contained herein unless Purchaser clearly identifies that the warranty is the Purchaser's only and is not the responsibility of ECCO.

REDISTRIBUTION

ECCO sells its product only to retailers for resale to consumers at approved locations. Sale or offer to sell from any other location, through any other medium, (including without limitation: mail order, catalog, Internet, Intranet or otherwise) is expressly prohibited unless previously authorized by ECCO in writing. Unless specifically prohibited by applicable law, sale, resale or transshipment from, in, to or through any unauthorized location, business, medium or to other than consumers is a violation of these Terms and Conditions of Sale. Purchaser agrees and understands that ECCO's policy is for the purpose of maintaining and enhancing the image and placement of its trademarks and trade name throughout the world. Purchaser acknowledges that ECCO will use all available remedies at law to protect its trademark image from unauthorized activities.

CHIDOCs02:477375.3

April 16, 2002

LIMITATION OF LIABILITY

ECCO assumes no liability except as expressly provided in these Terms and Conditions. IN NO EVENT WILL ECCO BE LIABLE TO PURCHASER OR ITS CUSTOMERS FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, IN TORT, UNDER WARRANTY OR OTHERWISE. Purchaser shall indemnify ECCO against any claim (including the expenses of defending the claim) by any third party against ECCO alleging loss, damage, or injury, howsoever caused or arising, which claim is predicated on warranties issued by Purchaser exceeding those contained herein.

TITLE AND RISK OF LOSS

Title to all product will pass to Purchaser when delivered to the carrier. Thereafter, except as otherwise specifically provided herein, all risk of loss and/or damage to any product ordered hereunder will be borne by Purchaser.

CHANGE IN OWNERSHIP OR LOCATION

In the event of a sale of, or a partial or total change in ownership in, Purchaser or of any of Purchaser's approved locations, the new owner(s) additional location(s) must apply to ECCO for approval as an authorized dealer for each such location. Purchaser will not be eligible to obtain ECCO® merchandise until an authorized officer of ECCO approves each such application in writing.

PRODUCT CHANGES

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ECCO TRADEMARKS

Purchaser will have no right to use any of ECCO's trademarks or trade names, including but not limited to the name and mark "ECCO®", except as solely and directly in connection with the sale or advertising of ECCO products in connection with the resale of such products to consumers. Purchaser will comply with all legal prerequisites and standards and specifications promulgated by Ecco governing the proper usage and display of such trademarks. Purchaser will have no right of any kind in or to any of ECCO's trademarks or trade names. ECCO expressly reserves the right to prohibit, restrict, or condition further in any way ECCO may deem necessary or appropriate, the use by Purchaser of any of ECCO's trademarks or trade names.

MODIFICATIONS AND CANCELLATIONS

These Terms and Conditions of Sale may not be modified, terminated, or repudiated, in whole or in part, except in a writing executed by an authorized officer of ECCO. ECCO may, at its sole option, treat any attempted modification, termination, or repudiation to which it does not assent in writing, as a breach of the entire agreement. Purchaser will have no right to modify or cancel orders once submitted without ECCO's prior written approval.

REMEDIES FOR PURCHASER DEFAULT OR BREACH

Upon any breach by Purchaser, or failure by Purchaser to comply with any of these Terms and Conditions of Sale, or if Purchaser becomes unable to conduct its normal business operations (including inability to meet its obligations as they mature), or if Purchaser becomes the subject of any proceeding under any state or federal bankruptcy law or other law, or makes any assignment for the benefit of creditors, ECCO will have the right to immediately cancel or terminate any and all agreements with or obligations to said Purchaser relating to sales of product, in whole or such part, which may result in non-shipment or cancellation of Purchaser pending or future order(s) and/or termination of Purchaser's relationship with ECCO, and to recover from Purchaser all of ECCO's damages (including without limitation special, indirect, consequential and incidental damages) resulting therefrom or arising in connection therewith. All remedies in these Terms and Conditions of Sale will be cumulative and not exclusive and will be in addition to all other rights and remedies provided by applicable law, except as expressly excluded under the section "Limitation of Liability.". The exercise or failure to exercise any remedy by ECCO will not preclude the exercise of the same or other remedies under these Terms and Conditions of Sale.

WAIVER

ECCO will not be deemed to have waived any provision of these Terms and Conditions of Sale or any breach by Purchaser of any provision of these Terms and Conditions of Sale, unless specifically set forth in writing and executed by an authorized officer of ECCO. No waiver by ECCO of any provision of these Terms and Conditions of Sale of any breach by Purchaser hereunder will constitute a waiver of such provision or breach on any other occasion.

SEPARABILITY

The invalidity or unenforceability (in whole or in part) of any provision, term, or condition hereof, will not affect in any way the validity and enforceability of the remainder of such provision, term or condition, or any other provision, term or condition.

APPLICABLE LAW/LIMITATIONS

The terms and conditions hereof, and the transactions contemplated hereby, will be governed by, construed and interpreted in accordance with the laws of the State of New Hampshire, with regard to its conflict of laws rules. Any legal action with respect to any such transaction, except claims ECCO may have for payment, must be commenced within one year and one day after the cause of action has accrued or will be deemed waived.

ENTIRE AGREEMENT

The terms and conditions set forth herein, together with any additions or revisions agreed to in writing by an authorized officer of ECCO, will constitute the entire agreement and understanding of ECCO and Purchaser.

MAKE CHECK PAYABLE TO: Tel: 1-800-886-3226
 ECCO USA, INC. Tel: 1-603-537-7300
 P.O.BOX 415162 Fax: 1-603-537-9321
 BOSTON, MA 02241-5162 DUNS 55 604 3982

ECCO USA, Inc.
 16 Delta Drive
 Londonderry, NH 03053
 www.eccousa.com



10008165/10008165
 PENINSULA GOLF
 PENINSULA GOLF
 22 17TH AVE
 SAN MATEO CA 94402

Delivery Address
 PENINSULA GOLF
 22 17TH AVE
 SAN MATEO CA 94402

Repeat printout

INVOICE

Invoice no.	Date	Currency	Terms of delivery	Value date	Page No.
385816852	01/09/2009	USD	EXW LONDONDERRY	01/11/2009	1

Item	Material	Description	Qty	Price	Value
000010	3840453859	Golf Men's Flexor Black/Black Groove/Lux 4 PAA			
	Our Order 4833555/000010				
	Size	42	43		
	Quant	2	2		
	Net Price				
	Recommended price				
	Delivery note 87742990				
	Purch. order No. ALEX				

Total No. of units	4	Gross price		Total discount/Surcharge		Net price	
Postage/Freight		Net total				Total	
Terms of payment:							
						Total USD	

TERMS AND CONDITIONS

Any offer to sell by ECCO USA Inc. ("ECCO") as well as any acceptance by ECCO of an order from a buyer of ECCO's goods ("Purchaser") is expressly made conditional upon Purchaser's assent to these Terms and Conditions of Sale. Purchaser taking deliver of any product or payment of any invoice will be conclusive evidence of such assent.

ACCEPTANCE OF ORDERS

ECCO will have the right to accept or reject any order, and to accept orders in part, in its sole discretion.

ECCO will not be deemed to have accepted any order (or any portion thereof) from Purchaser until such products are delivered by ECCO to the carrier for delivery to Purchaser.

PRICE/DELIVERY TERMS

Unless otherwise stated on ECCO's order acceptance or invoice, price and delivery terms are net ExWorks (ECCO's warehouse in Londonderry NH or elsewhere in the U.S. as designated by ECCO). All prices are subject to change without notice, and orders will be billed at prices prevailing at the time ECCO accepts Purchaser's written order. Partial shipment of an order will not bind ECCO to deliver the remainder of order at the same prices. Prices do not include any tax or other government charge or assessment upon the sale, shipment, production or use of the product ordered or sold hereunder. Purchaser will be solely responsible for, and will (upon demand) pay to ECCO, any such tax, charge or assessment (other than any such tax on or measured by ECCO's income).

An additional \$5.00 per pair will be charged on all orders of fewer than six pairs. Charges are in addition to those shown on the current price list.

In the absence of specific shipping instructions, we will ship according to our best judgment. ECCO will not assume the responsibility of any transportation charge. ECCO will attempt to meet delivery schedules requested by Purchaser. However, all delivery indications are estimates only. ECCO will not assume any liability, consequential or otherwise, resulting from failure to deliver product in accordance with indicated delivery schedules.

PAYMENT/SECURITY

Unless otherwise stated on ECCO's order acceptance or invoice, payment terms are thirty (30) days from delivery for shipments destined East of the Mississippi River and forty (40) days from delivery for shipments destined West of the Mississippi River.

Whenever ECCO in good faith deems itself insecure, ECCO may cancel any outstanding contract with Purchaser; revoke any extension of credit to Purchaser; reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by ECCO to Purchaser; and take any other steps necessary or desirable to secure ECCO fully with respect to Purchaser's payment for goods or services furnished or to be furnished by ECCO.

INSPECTION/ACCEPTANCE/RETURN

Purchaser must carefully examine and check all deliveries of product as they are received. Any alleged error, shortage, defect or nonconformity must be reported to ECCO within ten (10) business days after receipt of the product. Failure by Purchaser to comply with above will constitute Purchaser's waiver of any claim or right against ECCO arising hereunder or by laws with respect to any such error, shortage, defect, or nonconformity reasonably discoverable by such an examination and check, except and to the extent that such claims are valid under ECCO's warranty.

Any and all claims by Purchaser for damage or loss in transit will be made by Purchaser against the carrier. Please verify contents against packing slips. All claims for shipping shortages must be received within ten (10) business days of the transaction in question. Credit will only be issued after shortage is verified by ECCO.

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LIMITED WARRANTY

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CHIDOC S02:477375.3

April 16, 2002

LIMITATION OF LIABILITY

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TITLE AND RISK OF LOSS

Title to all product will pass to Purchaser when delivered to the carrier. Thereafter, except as otherwise specifically provided herein, all risk of loss and/or damage to any product ordered hereunder will be borne by Purchaser.

CHANGE IN OWNERSHIP OR LOCATION

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PRODUCT CHANGES

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MODIFICATIONS AND CANCELLATIONS

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Upon any breach by Purchaser, or failure by Purchaser to comply with any of these Terms and Conditions of Sale, or if Purchaser becomes unable to conduct its normal business operations (including inability to meet its obligations as they mature), or if Purchaser becomes the subject of any proceeding under any state or federal bankruptcy law or other law, or makes any assignment for the benefit of creditors, ECCO will have the right to immediately cancel or terminate any and all agreements with or obligations to said Purchaser relating to sales of product, in whole or such part, which may result in non-shipment or cancellation of Purchaser pending or future order(s) and/or termination of Purchaser's relationship with ECCO, and to recover from Purchaser all of ECCO's damages (including without limitation special, indirect, consequential and incidental damages) resulting therefrom or arising in connection therewith. All remedies in these Terms and Conditions of Sale will be cumulative and not exclusive and will be in addition to all other rights and remedies provided by applicable law, except as expressly excluded under the section "Limitation of Liability.". The exercise or failure to exercise any remedy by ECCO will not preclude the exercise of the same or other remedies under these Terms and Conditions of Sale.

WAIVER

ECCO will not be deemed to have waived any provision of these Terms and Conditions of Sale or any breach by Purchaser of any provision of these Terms and Conditions of Sale, unless specifically set forth in writing and executed by an authorized officer of ECCO. No waiver by ECCO of any provision of these Terms and Conditions of Sale of any breach by Purchaser hereunder will constitute a waiver of such provision or breach on any other occasion.

SEPARABILITY

The invalidity or unenforceability (in whole or in part) of any provision, term, or condition hereof, will not affect in any way the validity and enforceability of the remainder of such provision, term or condition, or any other provision, term or condition.

APPLICABLE LAW/LIMITATIONS

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ENTIRE AGREEMENT

The terms and conditions set forth herein, together with any additions or revisions agreed to in writing by an authorized officer of ECCO, will constitute the entire agreement and understanding of ECCO and Purchaser.

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 P.O.BOX 415162 Fax: 1-603-537-9321 Londonderry, NH 03053
 BOSTON, MA 02241-5162 DUNS 55 604 3982 www.eccousa.com



1007208 / 1007208
 PENINSULA GOLF
 PENINSULA GOLF
 22 17TH AVE
 SAN MATEO CA 94402

Delivery address
 1007208
 PENINSULA GOLF
 PENINSULA GOLF
 22 17TH AVE
 SAN MATEO CA 94402

Invoice

Invoice no. 110140119	Inv. date 01/15/2010	Currency USD	Terms of delivery EXW LONDONDERRY	Value date 01/15/2010	Page No. 1 of 1
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Item	Material	Description	QTY	Price	Value
10	03921451052	Golf M. World C. Black/Black Brazil/Lizz	2 PAA		
	Order	267387			
	Purchase order	PATRICK			
	Size	40 43			
	Quantity	1 1			
	Price				
	Delivery note	80252645 from 01/13/2010			
Total No of Units		Gross Price	Total discount	Net Price	
2					
Postage/Freight	Surcharge	Net total	VAT	Total	
Terms of payment:					
Total				USD	

ACCEPTANCE OF ORDERS

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An additional \$5 00 per pair will be charged on all orders of fewer than six pairs. Charges are in addition to those shown on the current price list.

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INSPECTION/ACCEPTANCE/RETURN

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New/non-defective product which is returned with ECCO's authorization will be inspected and subject to a \$3 00 per pair re-stocking fee. ECCO will not assume responsibility for any additional handling or freight charges.

LIMITED WARRANTY

ECCO warrants that its product is free from defect in materials and workmanship at the time and place of delivery by ECCO. THE WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. With respect to products which within 12 months from the date of delivery are found by ECCO to have been defective at the time of delivery, Purchaser's remedies are exclusively limited to replacement of, or credit for, any defective product (at the option of ECCO) but such replacement, or credit shall be made only if Purchaser follows the Terms and Conditions set forth herein concerning Inspection/Acceptance/Return.

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REDISTRIBUTION

ECCO sells its product only to retailers for resale to consumers at approved locations. Sale or offer to sell from any other location, through any other medium, (including without limitation: mail order, catalog, Internet, Intranet or otherwise) is expressly prohibited unless previously authorized by ECCO in writing. Unless specifically prohibited by applicable law, sale, resale or transshipment from, in, to or through any unauthorized location, business, medium or to other than consumers is a violation of these Terms and Conditions of Sale. Purchaser agrees and understands that ECCO's policy is for the purpose of maintaining and enhancing the image and placement of its trademarks and trade name throughout the world. Purchaser acknowledges that ECCO will use all available remedies at law to protect its trademark image from unauthorized activities.

CHIDOC S02:477375.3

April 16, 2002

LIMITATION OF LIABILITY

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TITLE AND RISK OF LOSS

Title to all product will pass to Purchaser when delivered to the carrier. Thereafter, except as otherwise specifically provided herein, all risk of loss and/or damage to any product ordered hereunder will be borne by Purchaser.

CHANGE IN OWNERSHIP OR LOCATION

In the event of a sale of, or a partial or total change in ownership in, Purchaser or of any of Purchaser's approved locations, the new owner(s) additional location(s) must apply to ECCO for approval as an authorized dealer for each such location. Purchaser will not be eligible to obtain ECCO# merchandise until an authorized officer of ECCO approves each such application in writing.

PRODUCT CHANGES

ECCO expressly reserves the right, at any time and without notice, to discontinue the production of or change the specifications for any product. No such change in specifications will affect any order of product by Purchaser.

ECCO TRADEMARKS

Purchaser will have no right to use any of ECCO's trademarks or trade names, including but not limited to the name and mark "ECCO#", except as solely and directly in connection with the sale or advertising of ECCO products in connection with the resale of such products to consumers. Purchaser will comply with all legal prerequisites and standards and specifications promulgated by ECCO governing the proper usage and display of such trademarks. Purchaser will have no right of any kind in or to any of ECCO's trademarks or trade names. ECCO expressly reserves the right to prohibit, restrict, or condition further in any way ECCO may deem necessary or appropriate, the use by Purchaser of any of ECCO's trademarks or trade names.

MODIFICATIONS AND CANCELLATIONS

These Terms and Conditions of Sale may not be modified, terminated, or repudiated, in whole or in part, except in a writing executed by an authorized officer of ECCO. ECCO may, at its sole option, treat any attempted modification, termination, or repudiation to which it does not assent in writing, as a breach of the entire agreement. Purchaser will have no right to modify or cancel orders once submitted without ECCO's prior written approval.

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WAIVER

ECCO will not be deemed to have waived any provision of these Terms and Conditions of Sale or any breach by Purchaser of any provision of these Terms and Conditions of Sale, unless specifically set forth in writing and executed by an authorized officer of ECCO. No waiver by ECCO of any provision of these Terms and Conditions of Sale of any breach by Purchaser hereunder will constitute a waiver of such provision or breach on any other occasion.

SEPARABILITY

The invalidity or unenforceability (in whole or in part) of any provision, term, or condition hereof, will not affect in any way the validity and enforceability of the remainder of such provision, term or condition, or any other provision, term or condition.

APPLICABLE LAW/LIMITATIONS

The terms and conditions hereof, and the transactions contemplated hereby, will be governed by, construed and interpreted in accordance with the laws of the State of New Hampshire, with regard to its conflict of laws rules. Any legal action with respect to any such transaction, except claims ECCO may have for payment, must be commenced within one year and one day after the cause of action has accrued or will be deemed waived.

ENTIRE AGREEMENT

The terms and conditions set forth herein, together with any additions or revisions agreed to in writing by an authorized officer of ECCO, will constitute the entire agreement and understanding of ECCO and Purchaser.

MAKE CHECK PAYABLE TO: Tel: 1-800-886-3226 ECCO USA, Inc.
 ECCO USA, INC. Tel: 1-603-537-7300 16 Delta Drive
 P.O.BOX 83360 Fax: 1-603-537-9321 Londonderry, NH 03053
 WOBURN, MA 01813-3360 DUNS 55 604 3982 www.eccousa.com



1007208 / 1007208
 PENINSULA GOLF
 PENINSULA GOLF
 22 17TH AVE
 SAN MATEO CA 94402

Delivery address
 1007208
 PENINSULA GOLF
 PENINSULA GOLF
 22 17TH AVE
 SAN MATEO CA 94402

Invoice

Invoice no.	Inv. date	Currency	Terms of delivery	Value date	Page No.
110536955	01/17/2011	USD	EXW LONDONDERRY	01/17/2011	1 of 2

Item	Material	Description	QTY	Price	Value
10	15052456136	M. Golf Street Beige/Beige Nomad/Suede	5 PAA		
	Order	1038913			
	Purchase order	STREETS			
	Size	45 46			
	Quantity	2 3			
	Price				
	Recommended price				
	Delivery note	81266541 from 01/06/2011			
20	15052455869	M. Golf Street Black/Moonless Nomad/Sue	8 PAA		
	Order	1038913			
	Purchase order	STREETS			
	Size	43 45 46			
	Quantity	3 3 2			
	Price				
	Recommended price				
	Delivery note	81266541 from 01/06/2011			
30	03918456497	M.Golf Street Moonl/Black/Chili R C/L/D	1 PAA		
	Order	1038913			
	Purchase order	STREETS			
	Size	47			
	Quantity	1			
	Price				
	Recommended price				
	Delivery note	81266541 from 01/06/2011			
40	03918456496	M.Golf Street Licorice/Coffe/Fanta L/C/D	2 PAA		
	Order	1038913			
	Purchase order	STREETS			
	Size	44 45			
	Quantity	1 1			
	Price				
	Recommended price				
	Delivery note	81266541 from 01/06/2011			

Subtotal

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Invoice

Invoice no. 110536955	Inv. date 01/17/2011	Currency USD	Terms of delivery EXW LONDONDERRY	Value date 01/17/2011	Page No. 2 of 2
Subtotal					
Total No of Units 16	Gross Price		Total discount	Net Price	
Postage/Freight	Surcharge	Net total	VAT	Total	
Terms of payment:			Total	USD	

ACCEPTANCE OF ORDERS

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ECCO will not be deemed to have accepted any order (or any portion thereof) from Purchaser until such products are delivered by ECCO to the carrier for delivery to Purchaser.

PRICE/DELIVERY TERMS

Unless otherwise stated on ECCO's order acceptance or invoice, price and delivery terms are net ExWorks (ECCO's warehouse in Londonderry NH or elsewhere in the U.S. as designated by ECCO). All prices are subject to change without notice, and orders will be billed at prices prevailing at the time ECCO accepts Purchaser's written order. Partial shipment of an order will not bind ECCO to deliver the remainder of order at the same prices. Prices do not include any tax or other government charge or assessment upon the sale, shipment, production or use of the product ordered or sold hereunder. Purchaser will be solely responsible for, and will (upon demand) pay to ECCO, any such tax, charge or assessment (other than any such tax on or measured by ECCO's income).

An additional \$5.00 per pair will be charged on all orders of fewer than six pairs. Charges are in addition to those shown on the current price list.

In the absence of specific shipping instructions, we will ship according to our best judgment. ECCO will not assume the responsibility of any transportation charge. ECCO will attempt to meet delivery schedules requested by Purchaser. However, all delivery indications are estimates only. ECCO will not assume any liability, consequential or otherwise, resulting from failure to deliver product in accordance with indicated delivery schedules.

PAYMENT/SECURITY

Unless otherwise stated on ECCO's order acceptance or invoice, payment terms are thirty (30) days from delivery for shipments destined East of the Mississippi River and forty (40) days from delivery for shipments destined West of the Mississippi River.

Whenever ECCO in good faith deems itself insecure, ECCO may cancel any outstanding contract with Purchaser; revoke any extension of credit to Purchaser; reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by ECCO to Purchaser; and take any other steps necessary or desirable to secure ECCO fully with respect to Purchaser's payment for goods or services furnished or to be furnished by ECCO.

INSPECTION/ACCEPTANCE/RETURN

Purchaser must carefully examine and check all deliveries of product as they are received. Any alleged error, shortage, defect or nonconformity must be reported to ECCO within ten (10) business days after receipt of the product. Failure by Purchaser to comply with above will constitute Purchaser's waiver of any claim or right against ECCO arising hereunder or by laws with respect to any such error, shortage, defect, or nonconformity reasonably discoverable by such an examination and check, except and to the extent that such claims are valid under ECCO's warranty.

Any and all claims by Purchaser for damage or loss in transit will be made by Purchaser against the carrier. Please verify contents against packing slips. All claims for shipping shortages must be received within ten (10) business days of the transaction in question. Credit will only be issued after shortage is verified by ECCO.

ECCO will only accept returns for product that is shipped in error or deemed to be defective. A Return Authorization number must accompany all returns. Purchaser will direct return requests for non-defective merchandise to ECCO's Customer Service Department. For defective return requests, purchaser will direct requests to the Returns department at 1-888-863-1300 or fax 1-888-867-1300. All product returned must include a Return Authorization number, proof of purchase, and must be returned to Ecco USA Inc. [16 Delta Drive Londonderry, NH 03053]. Any carton returned without a Return Authorization number will be refused. The risk of loss and expenses of return in connection with any returned product will be borne by Purchaser.

New/non-defective product which is returned with ECCO's authorization will be inspected and subject to a \$3.00 per pair re-stocking fee. ECCO will not assume responsibility for any additional handling or freight charges.

LIMITED WARRANTY

ECCO warrants that its product is free from defect in materials and workmanship at the time and place of delivery by ECCO. THE WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. With respect to products which within 12 months from the date of delivery are found by ECCO to have been defective at the time of delivery, Purchaser's remedies are exclusively limited to replacement of, or credit for, any defective product (at the option of ECCO) but such replacement, or credit shall be made only if Purchaser follows the Terms and Conditions set forth herein concerning Inspection/Acceptance/Return.

ECCO's warranty is made only to Purchaser. Purchaser shall make no warranty in its resale of ECCO's products more extensive than the warranty contained herein unless Purchaser clearly identifies that the warranty is the Purchaser's only and is not the responsibility of ECCO.

REDISTRIBUTION

ECCO sells its product only to retailers for resale to consumers at approved locations. Sale or offer to sell from any other location, through any other medium, (including without limitation: mail order, catalog, Internet, Intranet or otherwise) is expressly prohibited unless previously authorized by ECCO in writing. Unless specifically prohibited by applicable law, sale, resale or transshipment from, in, to or through any unauthorized location, business, medium or to other than consumers is a violation of these Terms and Conditions of Sale. Purchaser agrees and understands that ECCO's policy is for the purpose of maintaining and enhancing the image and placement of its trademarks and trade name throughout the world. Purchaser acknowledges that ECCO will use all available remedies at law to protect its trademark image from unauthorized activities.

CHIDOC02:477375.3

April 16, 2002

LIMITATION OF LIABILITY

ECCO assumes no liability except as expressly provided in these Terms and Conditions. IN NO EVENT WILL ECCO BE LIABLE TO PURCHASER OR ITS CUSTOMERS FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, IN TORT, UNDER WARRANTY OR OTHERWISE. Purchaser shall indemnify ECCO against any claim (including the expenses of defending the claim) by any third party against ECCO alleging loss, damage, or injury, howsoever caused or arising, which claim is predicated on warranties issued by Purchaser exceeding those contained herein.

TITLE AND RISK OF LOSS

Title to all product will pass to Purchaser when delivered to the carrier. Thereafter, except as otherwise specifically provided herein, all risk of loss and/or damage to any product ordered hereunder will be borne by Purchaser.

CHANGE IN OWNERSHIP OR LOCATION

In the event of a sale of, or a partial or total change in ownership in, Purchaser or of any of Purchaser's approved locations, the new owner(s) additional location(s) must apply to ECCO for approval as an authorized dealer for each such location. Purchaser will not be eligible to obtain ECCO's merchandise until an authorized officer of ECCO approves each such application in writing.

PRODUCT CHANGES

ECCO expressly reserves the right, at any time and without notice, to discontinue the production of or change the specifications for any product. No such change in specifications will affect any order of product by Purchaser.

ECCO TRADEMARKS

Purchaser will have no right to use any of ECCO's trademarks or trade names, including but not limited to the name and mark "ECCO", except as solely and directly in connection with the sale or advertising of ECCO products in connection with the resale of such products to consumers. Purchaser will comply with all legal prerequisites and standards and specifications promulgated by ECCO governing the proper usage and display of such trademarks. Purchaser will have no right of any kind in or to any of ECCO's trademarks or trade names. ECCO expressly reserves the right to prohibit, restrict, or condition further in any way ECCO may deem necessary or appropriate, the use by Purchaser of any of ECCO's trademarks or trade names.

MODIFICATIONS AND CANCELLATIONS

These Terms and Conditions of Sale may not be modified, terminated, or repudiated, in whole or in part, except in a writing executed by an authorized officer of ECCO. ECCO may, at its sole option, treat any attempted modification, termination, or repudiation to which it does not assent in writing, as a breach of the entire agreement. Purchaser will have no right to modify or cancel orders once submitted without ECCO's prior written approval.

REMEDIES FOR PURCHASER DEFAULT OR BREACH

Upon any breach by Purchaser, or failure by Purchaser to comply with any of these Terms and Conditions of Sale, or if Purchaser becomes unable to conduct its normal business operations (including inability to meet its obligations as they mature), or if Purchaser becomes the subject of any proceeding under any state or federal bankruptcy law or other law, or makes any assignment for the benefit of creditors, ECCO will have the right to immediately cancel or terminate any and all agreements with or obligations to said Purchaser relating to sales of product, in whole or such part, which may result in non-shipment or cancellation of Purchaser pending or future order(s) and/or termination of Purchaser's relationship with ECCO, and to recover from Purchaser all of ECCO's damages (including without limitation special, indirect, consequential and incidental damages) resulting therefrom or arising in connection therewith. All remedies in these Terms and Conditions of Sale will be cumulative and not exclusive and will be in addition to all other rights and remedies provided by applicable law, except as expressly excluded under the section "Limitation of Liability.". The exercise or failure to exercise any remedy by ECCO will not preclude the exercise of the same or other remedies under these Terms and Conditions of Sale.

WAIVER

ECCO will not be deemed to have waived any provision of these Terms and Conditions of Sale or any breach by Purchaser of any provision of these Terms and Conditions of Sale, unless specifically set forth in writing and executed by an authorized officer of ECCO. No waiver by ECCO of any provision of these Terms and Conditions of Sale of any breach by Purchaser hereunder will constitute a waiver of such provision or breach on any other occasion.

SEPARABILITY

The invalidity or unenforceability (in whole or in part) of any provision, term, or condition hereof, will not affect in any way the validity and enforceability of the remainder of such provision, term or condition, or any other provision, term or condition.

APPLICABLE LAW/LIMITATIONS

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Invoice

Invoice no. 110945234	Inv. date 02/01/2012	Currency USD	Terms of delivery EXW LONDONDERRY	Value date 02/01/2012	Page No. 1 of 1
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Item	Material	Description	QTY	Price	Value
10	10000356343	Womens Biom Golf Black/Night Shade BU	1 PAA		
	Order	1923924			
	Purchase order	SUSAN			
	Size	38			
	Quantity	1			
	Price				
	Recommended price				
	Delivery note	82421310 from 01/31/2012			
Total No of Units		Gross Price	Total discount	Net Price	
1					
Postage/Freight	Surcharge	Net total	VAT	Total	
Terms of payment:					
Total				USD	

ACCEPTANCE OF ORDERS

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PRICE/DELIVERY TERMS

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An additional \$5.00 per pair will be charged on all orders of fewer than six pairs. Charges are in addition to those shown on the current price list.

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INSPECTION/ACCEPTANCE/RETURN

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REDISTRIBUTION

ECCO sells its product only to retailers for resale to consumers at approved locations. Sale or offer to sell from any other location, through any other medium, (including without limitation: mail order, catalog, Internet, Intranet or otherwise) is expressly prohibited unless previously authorized by ECCO in writing. Unless specifically prohibited by applicable law, sale, resale or transshipment from, in, to or through any unauthorized location, business, medium or to other than consumers is a violation of these Terms and Conditions of Sale. Purchaser agrees and understands that ECCO's policy is for the purpose of maintaining and enhancing the image and placement of its trademarks and trade name throughout the world. Purchaser acknowledges that ECCO will use all available remedies at law to protect its trademark image from unauthorized activities.

CHIDOC S02:477375.3

April 16, 2002

LIMITATION OF LIABILITY

ECCO assumes no liability except as expressly provided in these Terms and Conditions. IN NO EVENT WILL ECCO BE LIABLE TO PURCHASER OR ITS CUSTOMERS FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, IN TORT, UNDER WARRANTY OR OTHERWISE. Purchaser shall indemnify ECCO against any claim (including the expenses of defending the claim) by any third party against ECCO alleging loss, damage, or injury, howsoever caused or arising, which claim is predicated on warranties issued by Purchaser exceeding those contained herein.

TITLE AND RISK OF LOSS

Title to all product will pass to Purchaser when delivered to the carrier. Thereafter, except as otherwise specifically provided herein, all risk of loss and/or damage to any product ordered hereunder will be borne by Purchaser.

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REMEDIES FOR PURCHASER DEFAULT OR BREACH

Upon any breach by Purchaser, or failure by Purchaser to comply with any of these Terms and Conditions of Sale, or if Purchaser becomes unable to conduct its normal business operations (including inability to meet its obligations as they mature), or if Purchaser becomes the subject of any proceeding under any state or federal bankruptcy law or other law, or makes any assignment for the benefit of creditors, ECCO will have the right to immediately cancel or terminate any and all agreements with or obligations to said Purchaser relating to sales of product, in whole or such part, which may result in non-shipment or cancellation of Purchaser pending or future order(s) and/or termination of Purchaser's relationship with ECCO, and to recover from Purchaser all of ECCO's damages (including without limitation special, indirect, consequential and incidental damages) resulting therefrom or arising in connection therewith. All remedies in these Terms and Conditions of Sale will be cumulative and not exclusive and will be in addition to all other rights and remedies provided by applicable law, except as expressly excluded under the section "Limitation of Liability.". The exercise or failure to exercise any remedy by ECCO will not preclude the exercise of the same or other remedies under these Terms and Conditions of Sale.

WAIVER

ECCO will not be deemed to have waived any provision of these Terms and Conditions of Sale or any breach by Purchaser of any provision of these Terms and Conditions of Sale, unless specifically set forth in writing and executed by an authorized officer of ECCO. No waiver by ECCO of any provision of these Terms and Conditions of Sale of any breach by Purchaser hereunder will constitute a waiver of such provision or breach on any other occasion.

SEPARABILITY

The invalidity or unenforceability (in whole or in part) of any provision, term, or condition hereof, will not affect in any way the validity and enforceability of the remainder of such provision, term or condition, or any other provision, term or condition.

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Invoice

Invoice no. 111317003	Inv. date 01/07/2013	Currency USD	Terms of delivery EXW LONDONDERRY	Value date 01/07/2013	Page No. 1 of 1
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Item	Material	Description	QTY	Price	Value
10	13100457208	M. Biom Golf White/Mazarne B B:U.Ru/M	3 PAA		
	Order	2743833			
	Purchase order	JAMES			
	Size	42 46			
	Quantity	2 1			
	Price				
	Recommended price				
	Delivery note	83508006 from 01/05/2013			
	Order Reason				
Total No of Units		3	Gross Price		
Postage/Freight			Surcharge		
Net total			VAT		
Total					
Terms of payment:					
			Total	USD	

ACCEPTANCE OF ORDERS

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ECCO will not be deemed to have accepted any order (or any portion thereof) from Purchaser until such products are delivered by ECCO to the carrier for delivery to Purchaser.

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An additional \$5.00 per pair will be charged on all orders of fewer than six pairs. Charges are in addition to those shown on the current price list.

In the absence of specific shipping instructions, we will ship according to our best judgment. ECCO will not assume the responsibility of any transportation charge. ECCO will attempt to meet delivery schedules requested by Purchaser. However, all delivery indications are estimates only. ECCO will not assume any liability, consequential or otherwise, resulting from failure to deliver product in accordance with indicated delivery schedules.

PAYMENT/SECURITY

Unless otherwise stated on ECCO's order acceptance or invoice, payment terms are thirty (30) days from delivery for shipments destined East of the Mississippi River and forty (40) days from delivery for shipments destined West of the Mississippi River.

Whenever ECCO in good faith deems itself insecure, ECCO may cancel any outstanding contract with Purchaser; revoke any extension of credit to Purchaser; reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by ECCO to Purchaser; and take any other steps necessary or desirable to secure ECCO fully with respect to Purchaser's payment for goods or services furnished or to be furnished by ECCO.

INSPECTION/ACCEPTANCE/RETURN

Purchaser must carefully examine and check all deliveries of product as they are received. Any alleged error, shortage, defect or nonconformity must be reported to ECCO within ten (10) business days after receipt of the product. Failure by Purchaser to comply with above will constitute Purchaser's waiver of any claim or right against ECCO arising hereunder or by laws with respect to any such error, shortage, defect, or nonconformity reasonably discoverable by such an examination and check, except and to the extent that such claims are valid under ECCO's warranty.

Any and all claims by Purchaser for damage or loss in transit will be made by Purchaser against the carrier. Please verify contents against packing slips. All claims for shipping shortages must be received within ten (10) business days of the transaction in question. Credit will only be issued after shortage is verified by ECCO.

ECCO will only accept returns for product that is shipped in error or deemed to be defective. A Return Authorization number must accompany all returns. Purchaser will direct return requests for non-defective merchandise to ECCO's Customer Service Department. For defective return requests, purchaser will direct requests to the Returns department at 1-888-863-1300 or fax 1-888-867-1300. All product returned must include a Return Authorization number, proof of purchase, and must be returned to Ecco USA Inc. [16 Delta Drive Londonderry, NH 03053] Any carton returned without a Return Authorization number will be refused. The risk of loss and expenses of return in connection with any returned product will be borne by Purchaser.

New/non-defective product which is returned with ECCO's authorization will be inspected and subject to a \$3.00 per pair re-stocking fee. ECCO will not assume responsibility for any additional handling or freight charges.

LIMITED WARRANTY

ECCO warrants that its product is free from defect in materials and workmanship at the time and place of delivery by ECCO. THE WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. With respect to products which within 12 months from the date of delivery are found by ECCO to have been defective at the time of delivery, Purchaser's remedies are exclusively limited to replacement of, or credit for, any defective product (at the option of ECCO) but such replacement, or credit shall be made only if Purchaser follows the Terms and Conditions set forth herein concerning Inspection/Acceptance/Return.

ECCO's warranty is made only to Purchaser. Purchaser shall make no warranty in its resale of ECCO's products more extensive than the warranty contained herein unless Purchaser clearly identifies that the warranty is the Purchaser's only and is not the responsibility of ECCO.

REDISTRIBUTION

ECCO sells its product only to retailers for resale to consumers at approved locations. Sale or offer to sell from any other location, through any other medium, (including without limitation: mail order, catalog, Internet, Intranet or otherwise) is expressly prohibited unless previously authorized by ECCO in writing. Unless specifically prohibited by applicable law, sale, resale or transshipment from, in, to or through any unauthorized location, business, medium or to other than consumers is a violation of these Terms and Conditions of Sale. Purchaser agrees and understands that ECCO's policy is for the purpose of maintaining and enhancing the image and placement of its trademarks and trade name throughout the world. Purchaser acknowledges that ECCO will use all available remedies at law to protect its trademark image from unauthorized activities.

CHIDOC S02:477375.3

April 16, 2002

LIMITATION OF LIABILITY

ECCO assumes no liability except as expressly provided in these Terms and Conditions. IN NO EVENT WILL ECCO BE LIABLE TO PURCHASER OR ITS CUSTOMERS FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, IN TORT, UNDER WARRANTY OR OTHERWISE. Purchaser shall indemnify ECCO against any claim (including the expenses of defending the claim) by any third party against ECCO alleging loss, damage, or injury, howsoever caused or arising, which claim is predicated on warranties issued by Purchaser exceeding those contained herein.

TITLE AND RISK OF LOSS

Title to all product will pass to Purchaser when delivered to the carrier. Thereafter, except as otherwise specifically provided herein, all risk of loss and/or damage to any product ordered hereunder will be borne by Purchaser.

CHANGE IN OWNERSHIP OR LOCATION

In the event of a sale of, or a partial or total change in ownership in, Purchaser or of any of Purchaser's approved locations, the new owner(s) additional location(s) must apply to ECCO for approval as an authorized dealer for each such location. Purchaser will not be eligible to obtain ECCO's merchandise until an authorized officer of ECCO approves each such application in writing.

PRODUCT CHANGES

ECCO expressly reserves the right, at any time and without notice, to discontinue the production of or change the specifications for any product. No such change in specifications will affect any order of product by Purchaser.

ECCO TRADEMARKS

Purchaser will have no right to use any of ECCO's trademarks or trade names, including but not limited to the name and mark "ECCO", except as solely and directly in connection with the sale or advertising of ECCO products in connection with the resale of such products to consumers. Purchaser will comply with all legal prerequisites and standards and specifications promulgated by ECCO governing the proper usage and display of such trademarks. Purchaser will have no right of any kind in or to any of ECCO's trademarks or trade names. ECCO expressly reserves the right to prohibit, restrict, or condition further in any way ECCO may deem necessary or appropriate, the use by Purchaser of any of ECCO's trademarks or trade names.

MODIFICATIONS AND CANCELLATIONS

These Terms and Conditions of Sale may not be modified, terminated, or repudiated, in whole or in part, except in a writing executed by an authorized officer of ECCO. ECCO may, at its sole option, treat any attempted modification, termination, or repudiation to which it does not assent in writing, as a breach of the entire agreement. Purchaser will have no right to modify or cancel orders once submitted without ECCO's prior written approval.

REMEDIES FOR PURCHASER DEFAULT OR BREACH

Upon any breach by Purchaser, or failure by Purchaser to comply with any of these Terms and Conditions of Sale, or if Purchaser becomes unable to conduct its normal business operations (including inability to meet its obligations as they mature), or if Purchaser becomes the subject of any proceeding under any state or federal bankruptcy law or other law, or makes any assignment for the benefit of creditors, ECCO will have the right to immediately cancel or terminate any and all agreements with or obligations to said Purchaser relating to sales of product, in whole or such part, which may result in non-shipment or cancellation of Purchaser pending or future order(s) and/or termination of Purchaser's relationship with ECCO, and to recover from Purchaser all of ECCO's damages (including without limitation special, indirect, consequential and incidental damages) resulting therefrom or arising in connection therewith. All remedies in these Terms and Conditions of Sale will be cumulative and not exclusive and will be in addition to all other rights and remedies provided by applicable law, except as expressly excluded under the section "Limitation of Liability.". The exercise or failure to exercise any remedy by ECCO will not preclude the exercise of the same or other remedies under these Terms and Conditions of Sale.

WAIVER

ECCO will not be deemed to have waived any provision of these Terms and Conditions of Sale or any breach by Purchaser of any provision of these Terms and Conditions of Sale, unless specifically set forth in writing and executed by an authorized officer of ECCO. No waiver by ECCO of any provision of these Terms and Conditions of Sale of any breach by Purchaser hereunder will constitute a waiver of such provision or breach on any other occasion.

SEPARABILITY

The invalidity or unenforceability (in whole or in part) of any provision, term, or condition hereof, will not affect in any way the validity and enforceability of the remainder of such provision, term or condition, or any other provision, term or condition.

APPLICABLE LAW/LIMITATIONS

The terms and conditions hereof, and the transactions contemplated hereby, will be governed by, construed and interpreted in accordance with the laws of the State of New Hampshire, with regard to its conflict of laws rules. Any legal action with respect to any such transaction, except claims ECCO may have for payment, must be commenced within one year and one day after the cause of action has accrued or will be deemed waived.

ENTIRE AGREEMENT

The terms and conditions set forth herein, together with any additions or revisions agreed to in writing by an authorized officer of ECCO, will constitute the entire agreement and understanding of ECCO and Purchaser.

MAKE CHECK PAYABLE TO: Tel: 1-800-886-3226
 ECCO USA, INC. Tel: 1-603-537-7300
 P.O.BOX 83360 Fax: 1-603-537-9321
 WOBURN, MA 01813-3360 DUNS 55 604 3982

ECCO USA, Inc.
 16 Delta Drive
 Londonderry, NH 03053
 www.eccousa.com



1007208 / 1007208
 PENINSULA GOLF
 PENINSULA GOLF
 24 17TH AVE
 SAN MATEO CA 94402

Delivery address
 1007208
 FRED MORRIS
 2821 OCTAVIA STREET
 SAN FRANCISCO CA 94123

Invoice

Invoice no. 111839602	Inv. date 01/28/2014	Currency USD	Terms of delivery EXW LONDONDERRY	Value date 01/28/2014	Page No. 1 of 1
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Item	Material	Description	QTY	Price	Value
10	14150457688	M.Tour Golf Hyb. Black/Titan/Imp.P/Imp.P	1 PAA		
	Order	3805322			
	Purchase order	MORRIS			
	Size	43			
	Quantity	1			
	Price				
	Recommended price				
	Delivery note	801474384 from 01/27/2014			
	Order Reason				
Total No of Units		Gross Price	Total discount	Net Price	
1					
Postage/Freight	Surcharge	Net total	VAT	Total	
	0.00				
Terms of payment:					
				Total	USD

ACCEPTANCE OF ORDERS

ECCO will have the right to accept or reject any order, and to accept orders in part, in its sole discretion.

ECCO will not be deemed to have accepted any order (or any portion thereof) from Purchaser until such products are delivered by ECCO to the carrier for delivery to Purchaser.

PRICE/DELIVERY TERMS

Unless otherwise stated on ECCO's order acceptance or invoice, price and delivery terms are net ExWorks (ECCO's warehouse in Londonderry NH or elsewhere in the U.S. as designated by ECCO). All prices are subject to change without notice, and orders will be billed at prices prevailing at the time ECCO accepts Purchaser's written order. Partial shipment of an order will not bind ECCO to deliver the remainder of order at the same prices. Prices do not include any tax or other government charge or assessment upon the sale, shipment, production or use of the product ordered or sold hereunder. Purchaser will be solely responsible for, and will (upon demand) pay to ECCO, any such tax, charge or assessment (other than any such tax on or measured by ECCO's income).

An additional \$5 00 per pair will be charged on all orders of fewer than six pairs. Charges are in addition to those shown on the current price list.

In the absence of specific shipping instructions, we will ship according to our best judgment. ECCO will not assume the responsibility of any transportation charge. ECCO will attempt to meet delivery schedules requested by Purchaser. However, all delivery indications are estimates only. ECCO will not assume any liability, consequential or otherwise, resulting from failure to deliver product in accordance with indicated delivery schedules.

PAYMENT/SECURITY

Unless otherwise stated on ECCO's order acceptance or invoice, payment terms are thirty (30) days from delivery for shipments destined East of the Mississippi River and forty (40) days from delivery for shipments destined West of the Mississippi River.

Whenever ECCO in good faith deems itself insecure, ECCO may cancel any outstanding contract with Purchaser; revoke any extension of credit to Purchaser; reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by ECCO to Purchaser; and take any other steps necessary or desirable to secure ECCO fully with respect to Purchaser's payment for goods or services furnished or to be furnished by ECCO.

INSPECTION/ACCEPTANCE/RETURN

Purchaser must carefully examine and check all deliveries of product as they are received. Any alleged error, shortage, defect or nonconformity must be reported to ECCO within ten (10) business days after receipt of the product. Failure by Purchaser to comply with above will constitute Purchaser's waiver of any claim or right against ECCO arising hereunder or by laws with respect to any such error, shortage, defect, or nonconformity reasonably discoverable by such an examination and check, except and to the extent that such claims are valid under ECCO's warranty.

Any and all claims by Purchaser for damage or loss in transit will be made by Purchaser against the carrier. Please verify contents against packing slips. All claims for shipping shortages must be received within ten (10) business days of the transaction in question. Credit will only be issued after shortage is verified by ECCO.

ECCO will only accept returns for product that is shipped in error or deemed to be defective. A Return Authorization number must accompany all returns. Purchaser will direct return requests for non-defective merchandise to ECCO's Customer Service Department. For defective return requests, purchaser will direct requests to the Returns department at 1-888-863-1300 or fax 1-888-867-1300. All product returned must include a Return Authorization number, proof of purchase, and must be returned to Ecco USA Inc. [16 Delta Drive Londonderry, NH 03053 Any carton returned without a Return Authorization number will be refused. The risk of loss and expenses of return in connection with any returned product will be borne by Purchaser.

New/non-defective product which is returned with ECCO's authorization will be inspected and subject to a \$3 00 per pair re-stocking fee. ECCO will not assume responsibility for any additional handling or freight charges.

LIMITED WARRANTY

ECCO warrants that its product is free from defect in materials and workmanship at the time and place of delivery by ECCO. THE WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. With respect to products which within 12 months from the date of delivery are found by ECCO to have been defective at the time of delivery, Purchaser's remedies are exclusively limited to replacement of, or credit for, any defective product (at the option of ECCO) but such replacement, or credit shall be made only if Purchaser follows the Terms and Conditions set forth herein concerning Inspection/Acceptance/Return.

ECCO's warranty is made only to Purchaser. Purchaser shall make no warranty in its resale of ECCO's products more extensive than the warranty contained herein unless Purchaser clearly identifies that the warranty is the Purchaser's only and is not the responsibility of ECCO.

REDISTRIBUTION

ECCO sells its product only to retailers for resale to consumers at approved locations. Sale or offer to sell from any other location, through any other medium, (including without limitation: mail order, catalog, Internet, Intranet or otherwise) is expressly prohibited unless previously authorized by ECCO in writing. Unless specifically prohibited by applicable law, sale, resale or transshipment from, in, to or through any unauthorized location, business, medium or to other than consumers is a violation of these Terms and Conditions of Sale. Purchaser agrees and understands that ECCO's policy is for the purpose of maintaining and enhancing the image and placement of its trademarks and trade name throughout the world. Purchaser acknowledges that ECCO will use all available remedies at law to protect its trademark image from unauthorized activities.

CHIDOC S02:477375.3

April 16, 2002

LIMITATION OF LIABILITY

ECCO assumes no liability except as expressly provided in these Terms and Conditions. IN NO EVENT WILL ECCO BE LIABLE TO PURCHASER OR ITS CUSTOMERS FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, IN TORT, UNDER WARRANTY OR OTHERWISE. Purchaser shall indemnify ECCO against any claim (including the expenses of defending the claim) by any third party against ECCO alleging loss, damage, or injury, howsoever caused or arising, which claim is predicated on warranties issued by Purchaser exceeding those contained herein.

TITLE AND RISK OF LOSS

Title to all product will pass to Purchaser when delivered to the carrier. Thereafter, except as otherwise specifically provided herein, all risk of loss and/or damage to any product ordered hereunder will be borne by Purchaser.

CHANGE IN OWNERSHIP OR LOCATION

In the event of a sale of, or a partial or total change in ownership in, Purchaser or of any of Purchaser's approved locations, the new owner(s) additional location(s) must apply to ECCO for approval as an authorized dealer for each such location. Purchaser will not be eligible to obtain ECCO# merchandise until an authorized officer of ECCO approves each such application in writing.

PRODUCT CHANGES

ECCO expressly reserves the right, at any time and without notice, to discontinue the production of or change the specifications for any product. No such change in specifications will affect any order of product by Purchaser.

ECCO TRADEMARKS

Purchaser will have no right to use any of ECCO's trademarks or trade names, including but not limited to the name and mark "ECCO#", except as solely and directly in connection with the sale or advertising of ECCO products in connection with the resale of such products to consumers. Purchaser will comply with all legal prerequisites and standards and specifications promulgated by ECCO governing the proper usage and display of such trademarks. Purchaser will have no right of any kind in or to any of ECCO's trademarks or trade names. ECCO expressly reserves the right to prohibit, restrict, or condition further in any way ECCO may deem necessary or appropriate, the use by Purchaser of any of ECCO's trademarks or trade names.

MODIFICATIONS AND CANCELLATIONS

These Terms and Conditions of Sale may not be modified, terminated, or repudiated, in whole or in part, except in a writing executed by an authorized officer of ECCO. ECCO may, at its sole option, treat any attempted modification, termination, or repudiation to which it does not assent in writing, as a breach of the entire agreement. Purchaser will have no right to modify or cancel orders once submitted without ECCO's prior written approval.

REMEDIES FOR PURCHASER DEFAULT OR BREACH

Upon any breach by Purchaser, or failure by Purchaser to comply with any of these Terms and Conditions of Sale, or if Purchaser becomes unable to conduct its normal business operations (including inability to meet its obligations as they mature), or if Purchaser becomes the subject of any proceeding under any state or federal bankruptcy law or other law, or makes any assignment for the benefit of creditors, ECCO will have the right to immediately cancel or terminate any and all agreements with or obligations to said Purchaser relating to sales of product, in whole or such part, which may result in non-shipment or cancellation of Purchaser pending or future order(s) and/or termination of Purchaser's relationship with ECCO, and to recover from Purchaser all of ECCO's damages (including without limitation special, indirect, consequential and incidental damages) resulting therefrom or arising in connection therewith. All remedies in these Terms and Conditions of Sale will be cumulative and not exclusive and will be in addition to all other rights and remedies provided by applicable law, except as expressly excluded under the section "Limitation of Liability.". The exercise or failure to exercise any remedy by ECCO will not preclude the exercise of the same or other remedies under these Terms and Conditions of Sale.

WAIVER

ECCO will not be deemed to have waived any provision of these Terms and Conditions of Sale or any breach by Purchaser of any provision of these Terms and Conditions of Sale, unless specifically set forth in writing and executed by an authorized officer of ECCO. No waiver by ECCO of any provision of these Terms and Conditions of Sale of any breach by Purchaser hereunder will constitute a waiver of such provision or breach on any other occasion.

SEPARABILITY

The invalidity or unenforceability (in whole or in part) of any provision, term, or condition hereof, will not affect in any way the validity and enforceability of the remainder of such provision, term or condition, or any other provision, term or condition.

APPLICABLE LAW/LIMITATIONS

The terms and conditions hereof, and the transactions contemplated hereby, will be governed by, construed and interpreted in accordance with the laws of the State of New Hampshire, with regard to its conflict of laws rules. Any legal action with respect to any such transaction, except claims ECCO may have for payment, must be commenced within one year and one day after the cause of action has accrued or will be deemed waived.

ENTIRE AGREEMENT

The terms and conditions set forth herein, together with any additions or revisions agreed to in writing by an authorized officer of ECCO, will constitute the entire agreement and understanding of ECCO and Purchaser.

MAKE CHECK PAYABLE TO:
ECCO USA, INC.
P.O.BOX 83360
WOBBURN, MA 01813-3360

Credit Tel: 1-800-454-3226
Cust.Serv. Tel: 1-800-886-3226
Credit Fax: 1-800-898-1432
DUNS 55 604 3982

ECCO USA, Inc.
16 Delta Drive
Londonderry, NH 03053
www.eccousa.com



EXHIBIT B

1007208 / 1007208
PENINSULA GOLF
PENINSULA GOLF
24 17TH AVE
SAN MATEO CA 94402

Delivery address
1007208
PENINSULA GOLF
PENINSULA GOLF
24 17TH AVE
SAN MATEO CA 94402

Repeat Printout

Invoice

Invoice no.	Inv. date	Currency	Terms of delivery	Value date	Page No.
112505266	05/05/2015	USD	EXW LONDONDERRY	05/05/2015	1 of 4

CD417					
Item	Material	Description	QTY	Price	Value
10	13061459065	M. Golf Biom G2 Black/Transparent YUR/O	2 PAA		
	Order	5123566			
	Purchase order	CD417			
	Size	44 45			
	Quantity	1 1			
	Price				
	Recommended price				
	Delivery note	803944503 from 04/28/2015			
	Order Reason				
20	13061459015	M. Golf Biom G2 Concrete/Royal YUR/Out	1 PAA		
	Order	5123566			
	Purchase order	CD417			
	Size	45			
	Quantity	1			
	Price				
	Recommended price				
	Delivery note	803944503 from 04/28/2015			
	Order Reason				
30	13102450858	Men's Biom Golf White/Steel Bi.UR/Outso	1 PAA		
	Order	5123566			
	Purchase order	CD417			
	Size	43			
	Quantity	1			
	Price				
	Recommended price				
	Delivery note	803944503 from 04/28/2015			
	Order Reason				
40	13102450493	Men's Biom Golf White/D.Blue Bi.UR/Outs	1 PAA		
	Order	5123566			
	Purchase order	CD417			
	Size	44			
	Quantity	1			
	Price				
	Recommended price				
	Delivery note	803944503 from 04/28/2015			
	Order Reason				

Subtotal

MAKE CHECK PAYABLE TO: Credit Tel: 1-800-454-3226
 ECCO USA, INC. Cust.Serv. Tel: 1-800-886-3226
 P.O.BOX 83360 Credit Fax: 1-800-898-1432
 WOBURN, MA 01813-3360 DUNS 55 604 3982

ECCO USA, Inc.
 16 Delta Drive
 Londonderry, NH 03053
 www.eccousa.com



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 PENINSULA GOLF
 PENINSULA GOLF
 24 17TH AVE
 SAN MATEO CA 94402

Delivery address
 1007208
 PENINSULA GOLF
 PENINSULA GOLF
 24 17TH AVE
 SAN MATEO CA 94402

Repeat Printout

Invoice

Invoice no. 112505266	Inv. date 05/05/2015	Currency USD	Terms of delivery EXW LONDONDERRY	Value date 05/05/2015	Page No. 2 of 4
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					Subtotal	
Item	Material	Description	QTY	Price	Value	
50	15151459015	M. Golf Biom Hybrid 2 Concrete/Royal YUR	4 PAA			
	Order	5123566				
	Purchase order	CD417				
	Size	42 43 46 47				
	Quantity	1 1 1 1				
	Price					
	Recommended price					
	Delivery note	803944503 from 04/28/2015				
	Order Reason					
60	15151450612	M. Golf Biom Hybrid 2 Black/Brick YUR/Ou	1 PAA			
	Order	5123566				
	Purchase order	CD417				
	Size	43				
	Quantity	1				
	Price					
	Recommended price					
	Delivery note	803944503 from 04/28/2015				
	Order Reason					
70	15151458470	M. Golf Biom Hybrid 2 Camel/Fanta YUR/O	2 PAA			
	Order	5123566				
	Purchase order	CD417				
	Size	45 47				
	Quantity	1 1				
	Price					
	Recommended price					
	Delivery note	803944503 from 04/28/2015				
	Order Reason					
80	15059458871	Men's Golf Street Ombre/Port/Brick Q/A/O	1 PAA			
	Order	5123566				
	Purchase order	CD417				
	Size	42				
	Quantity	1				
	Price					
	Recommended price					
	Delivery note	803944503 from 04/28/2015				
	Order Reason					

Subtotal

MAKE CHECK PAYABLE TO: Credit Tel: 1-800-454-3226
 ECCO USA, INC. Cust.Serv. Tel: 1-800-886-3226
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 SAN MATEO CA 94402

Repeat Printout

Invoice

Invoice no. 112505266	Inv. date 05/05/2015	Currency USD	Terms of delivery EXW LONDONDERRY	Value date 05/05/2015	Page No. 3 of 4
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					Subtotal	
Item	Material	Description	QTY	Price	Value	
90	15059458808	M.Golf Street Black/Sha.White/Pure Green	1 PAA			
	Order	5123566				
	Purchase order	CD417				
	Size	45				
	Quantity	1				
	Price					
	Recommended price					
	Delivery note	803944503 from 04/28/2015				
	Order Reason					
100	15059458807	Men's Golf Street White/Titanium/Orange	1 PAA			
	Order	5123566				
	Purchase order	CD417				
	Size	46				
	Quantity	1				
	Price					
	Recommended price					
	Delivery note	803944503 from 04/28/2015				
	Order Reason					
110	15059458809	M.Golf Street Birch/Black/Pure Green	1 PAA			
	Order	5123566				
	Purchase order	CD417				
	Size	40				
	Quantity	1				
	Price					
	Recommended price					
	Delivery note	803944503 from 04/28/2015				
	Order Reason					

Subtotal

1,562.50

MAKE CHECK PAYABLE TO:
ECCO USA, INC.
P.O.BOX 83360
WOBURN, MA 01813-3360

Credit Tel: 1-800-454-3226
Cust.Serv. Tel: 1-800-886-3226
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Delivery address
1007208
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PENINSULA GOLF
24 17TH AVE
SAN MATEO CA 94402

Repeat Printout

Invoice

Invoice no. 112505266	Inv. date 05/05/2015	Currency USD	Terms of delivery EXW LONDONDERRY	Value date 05/05/2015	Page No. 4 of 4
Subtotal					
Total No of Units 16	Gross Price		Total discount		Net Price
Postage/Freight	Surcharge	Net total	VAT		Total
Terms of payment:			Total USD		

ACCEPTANCE OF ORDERS

ECCO will have the right to accept or reject any order, and to accept orders in part, in its sole discretion.

ECCO will not be deemed to have accepted any order (or any portion thereof) from Purchaser until such products are delivered by ECCO to the carrier for delivery to Purchaser.

PRICE/DELIVERY TERMS

Unless otherwise stated on ECCO's order acceptance or invoice, price and delivery terms are net ExWorks (ECCO's warehouse in Londonderry NH or elsewhere in the U.S. as designated by ECCO). All prices are subject to change without notice, and orders will be billed at prices prevailing at the time ECCO accepts Purchaser's written order. Partial shipment of an order will not bind ECCO to deliver the remainder of order at the same prices. Prices do not include any tax or other government charge or assessment upon the sale, shipment, production or use of the product ordered or sold hereunder. Purchaser will be solely responsible for, and will (upon demand) pay to ECCO, any such tax, charge or assessment (other than any such tax on or measured by ECCO's income).

An additional \$5 00 per pair will be charged on all orders of fewer than six pairs. Charges are in addition to those shown on the current price list.

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PAYMENT/SECURITY

Unless otherwise stated on ECCO's order acceptance or invoice, payment terms are thirty (30) days from delivery for shipments destined East of the Mississippi River and forty (40) days from delivery for shipments destined West of the Mississippi River.

Whenever ECCO in good faith deems itself insecure, ECCO may cancel any outstanding contract with Purchaser; revoke any extension of credit to Purchaser; reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by ECCO to Purchaser; and take any other steps necessary or desirable to secure ECCO fully with respect to Purchaser's payment for goods or services furnished or to be furnished by ECCO.

INSPECTION/ACCEPTANCE/RETURN

Purchaser must carefully examine and check all deliveries of product as they are received. Any alleged error, shortage, defect or nonconformity must be reported to ECCO within ten (10) business days after receipt of the product. Failure by Purchaser to comply with above will constitute Purchaser's waiver of any claim or right against ECCO arising hereunder or by laws with respect to any such error, shortage, defect, or nonconformity reasonably discoverable by such an examination and check, except and to the extent that such claims are valid under ECCO's warranty.

Any and all claims by Purchaser for damage or loss in transit will be made by Purchaser against the carrier. Please verify contents against packing slips. All claims for shipping shortages must be received within ten (10) business days of the transaction in question. Credit will only be issued after shortage is verified by ECCO.

ECCO will only accept returns for product that is shipped in error or deemed to be defective. A Return Authorization number must accompany all returns. Purchaser will direct return requests for non-defective merchandise to ECCO's Customer Service Department. For defective return requests, purchaser will direct requests to the Returns department at 1-888-863-1300 or fax 1-888-867-1300. All product returned must include a Return Authorization number, proof of purchase, and must be returned to Ecco USA Inc. [16 Delta Drive Londonderry, NH 03053 Any carton returned without a Return Authorization number will be refused. The risk of loss and expenses of return in connection with any returned product will be borne by Purchaser.

New/non-defective product which is returned with ECCO's authorization will be inspected and subject to a \$3 00 per pair re-stocking fee. ECCO will not assume responsibility for any additional handling or freight charges.

LIMITED WARRANTY

ECCO warrants that its product is free from defect in materials and workmanship at the time and place of delivery by ECCO. THE WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. With respect to products which within 12 months from the date of delivery are found by ECCO to have been defective at the time of delivery, Purchaser's remedies are exclusively limited to replacement of, or credit for, any defective product (at the option of ECCO) but such replacement, or credit shall be made only if Purchaser follows the Terms and Conditions set forth herein concerning Inspection/Acceptance/Return.

ECCO's warranty is made only to Purchaser. Purchaser shall make no warranty in its resale of ECCO's products more extensive than the warranty contained herein unless Purchaser clearly identifies that the warranty is the Purchaser's only and is not the responsibility of ECCO.

REDISTRIBUTION

ECCO sells its product only to retailers for resale to consumers at approved locations. Sale or offer to sell from any other location, through any other medium, (including without limitation: mail order, catalog, Internet, Intranet or otherwise) is expressly prohibited unless previously authorized by ECCO in writing. Unless specifically prohibited by applicable law, sale, resale or transshipment from, in, to or through any unauthorized location, business, medium or to other than consumers is a violation of these Terms and Conditions of Sale. Purchaser agrees and understands that ECCO's policy is for the purpose of maintaining and enhancing the image and placement of its trademarks and trade name throughout the world. Purchaser acknowledges that ECCO will use all available remedies at law to protect its trademark image from unauthorized activities.

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April 16, 2002

LIMITATION OF LIABILITY

ECCO assumes no liability except as expressly provided in these Terms and Conditions. IN NO EVENT WILL ECCO BE LIABLE TO PURCHASER OR ITS CUSTOMERS FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, IN TORT, UNDER WARRANTY OR OTHERWISE. Purchaser shall indemnify ECCO against any claim (including the expenses of defending the claim) by any third party against ECCO alleging loss, damage, or injury, howsoever caused or arising, which claim is predicated on warranties issued by Purchaser exceeding those contained herein.

TITLE AND RISK OF LOSS

Title to all product will pass to Purchaser when delivered to the carrier. Thereafter, except as otherwise specifically provided herein, all risk of loss and/or damage to any product ordered hereunder will be borne by Purchaser.

CHANGE IN OWNERSHIP OR LOCATION

In the event of a sale of, or a partial or total change in ownership in, Purchaser or of any of Purchaser's approved locations, the new owner(s) additional location(s) must apply to ECCO for approval as an authorized dealer for each such location. Purchaser will not be eligible to obtain ECCO# merchandise until an authorized officer of ECCO approves each such application in writing.

PRODUCT CHANGES

ECCO expressly reserves the right, at any time and without notice, to discontinue the production of or change the specifications for any product. No such change in specifications will affect any order of product by Purchaser.

ECCO TRADEMARKS

Purchaser will have no right to use any of ECCO's trademarks or trade names, including but not limited to the name and mark "ECCO#", except as solely and directly in connection with the sale or advertising of ECCO products in connection with the resale of such products to consumers. Purchaser will comply with all legal prerequisites and standards and specifications promulgated by ECCO governing the proper usage and display of such trademarks. Purchaser will have no right of any kind in or to any of ECCO's trademarks or trade names. ECCO expressly reserves the right to prohibit, restrict, or condition further in any way ECCO may deem necessary or appropriate, the use by Purchaser of any of ECCO's trademarks or trade names.

MODIFICATIONS AND CANCELLATIONS

These Terms and Conditions of Sale may not be modified, terminated, or repudiated, in whole or in part, except in a writing executed by an authorized officer of ECCO. ECCO may, at its sole option, treat any attempted modification, termination, or repudiation to which it does not assent in writing, as a breach of the entire agreement. Purchaser will have no right to modify or cancel orders once submitted without ECCO's prior written approval.

REMEDIES FOR PURCHASER DEFAULT OR BREACH

Upon any breach by Purchaser, or failure by Purchaser to comply with any of these Terms and Conditions of Sale, or if Purchaser becomes unable to conduct its normal business operations (including inability to meet its obligations as they mature), or if Purchaser becomes the subject of any proceeding under any state or federal bankruptcy law or other law, or makes any assignment for the benefit of creditors, ECCO will have the right to immediately cancel or terminate any and all agreements with or obligations to said Purchaser relating to sales of product, in whole or such part, which may result in non-shipment or cancellation of Purchaser pending or future order(s) and/or termination of Purchaser's relationship with ECCO, and to recover from Purchaser all of ECCO's damages (including without limitation special, indirect, consequential and incidental damages) resulting therefrom or arising in connection therewith. All remedies in these Terms and Conditions of Sale will be cumulative and not exclusive and will be in addition to all other rights and remedies provided by applicable law, except as expressly excluded under the section "Limitation of Liability.". The exercise or failure to exercise any remedy by ECCO will not preclude the exercise of the same or other remedies under these Terms and Conditions of Sale.

WAIVER

ECCO will not be deemed to have waived any provision of these Terms and Conditions of Sale or any breach by Purchaser of any provision of these Terms and Conditions of Sale, unless specifically set forth in writing and executed by an authorized officer of ECCO. No waiver by ECCO of any provision of these Terms and Conditions of Sale of any breach by Purchaser hereunder will constitute a waiver of such provision or breach on any other occasion.

SEPARABILITY

The invalidity or unenforceability (in whole or in part) of any provision, term, or condition hereof, will not affect in any way the validity and enforceability of the remainder of such provision, term or condition, or any other provision, term or condition.

APPLICABLE LAW/LIMITATIONS

The terms and conditions hereof, and the transactions contemplated hereby, will be governed by, construed and interpreted in accordance with the laws of the State of New Hampshire, with regard to its conflict of laws rules. Any legal action with respect to any such transaction, except claims ECCO may have for payment, must be commenced within one year and one day after the cause of action has accrued or will be deemed waived.

ENTIRE AGREEMENT

The terms and conditions set forth herein, together with any additions or revisions agreed to in writing by an authorized officer of ECCO, will constitute the entire agreement and understanding of ECCO and Purchaser.